

Appendix A to Part 599 – Summary of Sale/Lease and Certifications

OMB No. 2127-0660
Expiration Date: 01/31/2010



Summary of Sale/Lease & Certifications Form



SUMMARY OF SALE OR LEASE

| | |
|---|--|
| Date of Sale or Lease | |
| Purchaser Name(s) | |
| Purchaser Address | |
| Purchase or Lease (please specify) | |
| Make | |
| Model | |
| Model Year | |
| New Vehicle VIN | |
| Trade-In Vehicle VIN | |
| New Vehicle Base MSRP | |
| CARS Credit Applied (\$3,500 or \$4,500) | |
| Dealer's Best Estimate of Trade-In Vehicle Scrappage Value | |
| Dealer Rebate(s) or Discount(s) (please specify; if none, enter "none.") | |
| Manufacturer Rebate(s) or Discount(s) (please specify; if none, enter "none.") | |
| Other available Federal, State, or local incentive(s) or State- issued voucher(s) (please specify; if none, enter "none.") | |
| Other Rebate(s) or Discount(s) (please specify; if none, enter "none.") | |

WARNING

This is a legal document that contains certifications under penalty of law. There are significant civil and criminal penalties for submitting false information. Please read each certification and ensure that the information that you are certifying by signing this document is, to the best of your knowledge and belief, true, accurate, and complete.

DEALER CERTIFICATIONS

The person signing this document as “Dealer” certifies under penalty of law that:

Registration in the CARS Program

- The dealer has been approved as a registered dealer under the CARS program.
- The dealer has a currently active business license under State law to operate a new automobile dealership.
- The dealer has a currently active franchise agreement with an original equipment manufacturer to sell new automobiles.

Summary of Sale or Lease

- The summary of sale or lease set forth above is true and correct.

Purchaser and Trade-In Vehicle Eligibility for the CARS Program

- I have verified the identity of the person signing this document under “Purchaser” (hereinafter simply “Purchaser”).
- I have verified that the trade-in vehicle is in drivable condition, and I or an employee under my direction or supervision has operated the trade-in vehicle to confirm that the trade-in vehicle is in drivable condition.
- I have verified that the trade-in vehicle has been continuously insured for a period of not less than one (1) year prior to the date of this transaction (not applicable to trade-in vehicles registered in New Hampshire or Wisconsin).
- I have verified that the Purchaser has been the registered owner of the trade-in vehicle continuously for a period of not less than one (1) year prior to the date of this transaction.
- I have observed the trade-in vehicle’s date of manufacture (both month and year) as it appears on the trade-in vehicle’s safety standard certification label, and have verified that the trade-in vehicle was manufactured less than 25 years before the date of the trade-in.
- I have verified that the trade-in vehicle’s fuel economy is eligible for the CARS program.

New Vehicle Eligibility for the CARS Program

- The new vehicle is being purchased or, in the case of a lease, leased for a period of not less than five (5) years.
- I have verified that the CARS program credit amount requested (i.e., either \$3,500.00 or \$4,500.00, as applicable) corresponds to the difference between the trade-in vehicle’s fuel economy and the new vehicle’s fuel economy under the requirements of the CARS program.
- The new vehicle has a base manufacturer’s suggested retail price (MSRP) as shown on the Monroney label affixed to the new vehicle of \$45,000 or less (exclusive of any accessories, optional equipment, taxes or destination charges).

Transaction Conforms to the Requirements of the CARS Program

- I have reduced the price of the new vehicle that is being purchased or leased by the CARS Program credit amount requested (i.e., either \$3,500.00 or \$4,500.00, as applicable).

- I have disclosed to the Purchaser the best estimate of the scrappage value of the trade-in vehicle.
- I have retained no more than \$50.00 of the scrappage value as payment for any of the dealer's administrative costs in connection with this CARS transaction.
- I have not charged the Purchaser any additional fees for participating in the CARS program in this transaction.
- I have applied the credit under the CARS program in addition to any other rebate or discount advertised by the dealer or offered by the manufacturer for the new vehicle, and have not used the CARS program credit to offset any such other rebate or discount.
- I have not reduced the value of the CARS program credit amount requested (i.e., either \$3,500.00 or \$4,500.00, as applicable) by any other available Federal, State, or local incentive or a State-issued voucher for the purchase or lease of a new fuel efficient automobile.

Disposal of the Trade-in Vehicle

- The trade-in vehicle has not been, and will not be, sold, leased, exchanged or otherwise disposed of for use as an automobile in the United States or in any other country.
- As a condition of the government's payment of the credit to me, (a) I have disabled the engine following the procedures of the CARS Program; or (b) I will store the trade-in vehicle at the dealership or property owned by or under the control of the dealership until the engine is disabled by me, and will disable the engine following the procedures of the CARS Program not more than seven calendar days after receiving payment by the government for the transaction and prior to transferring possession of the trade-in vehicle; or, (c) if this transaction occurred prior to July 24, 2009, and the trade-in vehicle is no longer in my possession then I have either located the vehicle, disabled the engine following the procedures of the CARS Program and hereby certify that I have done so, or I am submitting to NHTSA under Miscellaneous Documents a sworn affidavit from a disposal facility that the engine block has been crushed or shredded.
- I have transferred or will transfer the trade-in vehicle, including the engine block, to either: (a) a CARS program participating disposal facility that will crush or shred the trade-in vehicle; or, (b) to a participating salvage auction that will transfer the vehicle to such a disposal facility.
- I have provided the disposal facility and/or salvage auction information and written notice that it is responsible for the removal and appropriate disposition of refrigerants, antifreeze, lead products, mercury switches, and such other toxic or hazardous vehicle components prior to the crushing or shredding of an eligible trade-in vehicle, in accordance with all applicable Federal and State requirements.

PURCHASER CERTIFICATIONS

All persons signing this document as "Purchaser" certifies under penalty of law that:

Summary of Sale or Lease

- The summary of sale or lease set forth above is true and correct.

Purchaser and Trade-In Vehicle Eligibility for the CARS Program

- The information I have provided to the dealer verifying my identity is true and correct.
- I have not previously participated in the CARS program.
- The trade-in vehicle is in drivable condition, and an employee of the dealer has operated the trade-in vehicle to confirm that the trade-in vehicle is in drivable condition.

- The trade-in vehicle has been continuously insured for a period of not less than one (1) year prior to the date of this transaction (not applicable to trade-in vehicles registered in New Hampshire or Wisconsin).
- I have been the registered owner of the trade-in vehicle continuously for a period of not less than one (1) year prior to the date of this transaction.
- The trade-in vehicle was manufactured less than 25 years before the date of this transaction.
- The trade-in vehicle's fuel economy is eligible for the CARS program.
- The trade-in vehicle has not been a part of any previous CARS program transaction.

I certify under penalty of law that:

- ***I have authority to execute this document,***
- ***I have read each of the foregoing certifications,***
- ***I understand that payment of the CARS program credit amount is conditioned on compliance with these certifications,***
- ***This document, and all attachments, were either prepared by me or prepared under my direction or supervision,***
- ***The information set forth in this document, and all attachments, is, to the best of my knowledge and belief, true, accurate, and complete,***
- ***I am aware that there are significant penalties for submitting false information, including the possibility of civil penalties under the CARS program, suspension or revocation of continued participation in the CARS program, as well as fines and/or imprisonment.***

DATE: _____, 2009

DEALER

(signature)

(print name)

(title)

(contact phone and e-mail)

DATE: _____, 2009

PURCHASER

(signature)

(print name)

DATE: _____, 2009

PURCHASER (ADDITIONAL) (if any)

(signature)

(print name)
